

ENTITY NAME	ULS FILE NO.	FRN	CALL SIGN	TYPE	REVISION
UNITED CABLE TELEVISION OF COLORADO, INC.	777508	0001612316	KNJH331	GB	3/8/2005
UNITED CABLE TELEVISION OF MID-MICHIGAN, INC.	777546	0001711589	KWD757	IG	11/4/2003
UNITED CABLE TELEVISION OF WESTERN COLORADO, INC.	777598	0001614965	KSK560	IG	5/16/2004
UNITED CABLE TELEVISION SERVICES CORPORATION	777712	0001697283	KKL952	GB	9/27/2005
			KXG541	IG	6/5/2003
			WPKI691	IG	3/5/2012
UNITED CATV, INC.	777804	0001621424	WQP395	GB	9/1/2003
UNITED MICROWAVE CORPORATION	777867	0001709047	WDU645	CC	2/1/2011
			WDU646	CC	2/1/2011
			WMR942	CC	2/1/2011
W.A.V., INC.	777895	0001535699	WNZI680	GB	5/22/2002
WENTRONICS, LLC	777956	0003804176	WNQK680	GB	8/9/2004
WESTMARC DEVELOPMENT JOINT VENTURE	777962	0001607639	KGY635	IG	3/2/2012
			KNBC721	IG	7/7/2004
			WPAC946	IG	7/23/2002
			WPEX811	IG	5/26/2004
			WPKN856	IG	5/19/2002
AMERICAN MICROWAVE COMMUNICATIONS, INC.	787728	2765715	WLR248	CF	2/1/2011
			WMR436	CF	2/1/2011
			KSJ60	CF	2/1/2011
			KQL24	CF	2/1/2011

ENTITY NAME	ULS FILE NO	FRN	CALL SIGN	TYPE	EXP. DATE
			KQL25	CF	2/1/2011
			KQL44	CF	2/1/2011
			KQL45	CF	2/1/2011
			KQL46	CF	2/1/2011
			KQM44	CF	2/1/2011
			KQM45	CF	2/1/2011
			KSV60	CF	2/1/2011
			KSV61	CF	2/1/2011
			KSV62	CF	2/1/2011
			KSV63	CF	2/1/2011
			KYO47	CF	2/1/2011
			KYO48	CF	2/1/2011
			KYO49	CF	2/1/2011
			KYO50	CF	2/1/2011
			WBB220	CF	2/1/2011
			WMV864	CF	2/1/2011
			KQN52	CF	2/1/2011
			KQN97	CF	2/1/2011
			WLC874	CF	2/1/2011
			KX8883	CT	2/1/2011
			WPON901	CF	4/26/2010
			KQH75	CF	2/1/2011
			WAH625	CF	2/1/2011
			WAH626	CF	2/1/2011
			WAH627	CF	2/1/2011
			WAH628	CF	2/1/2011
			WAH629	CF	2/1/2011
			KXR64	CF	2/1/2011
			KXR65	CF	2/1/2011
			WHU26	CF	2/1/2011

ENTRY NAME	ULS FILE NO	FRN	CALL SIGN	TYPE	EXP DATE
			WHU27	CF	2/1/2011
			WLL361	CF	2/1/2011
			WLL362	CF	2/1/2011
			KQM82	CF	2/1/2011
			KT3480	IG	7/10/2002
			WPNL249	CF	2/1/2011
			WLU943	CF	2/1/2011
			WG120	CF	2/1/2011
INSIGHT COMMUNICATIONS MIDWEST, LLC		3748365	KB20021	IG	06/18/2002
			KBO478	GB	08/25/2003
			KDF388	IG	08/25/2002
			KF3928	GB	09/07/2003
			KFR534	IG	12/08/2003
			KGW613	IG	02/07/2012
			KJV705	IG	02/02/2003
			KKO950	IG	09/02/2002
			KNDK932	IG	08/16/2004
			KNDQ555	IG	08/24/2004
			KNDT732	IG	08/11/2004
			KNDV763	IG	09/10/2002
			KNDX845	IG	09/02/2002
			KNHY834	IG	09/02/2002
			KRA525	IG	01/30/2004
			KST997	IG	09/29/2003
			KSW543	IG	
			KTF843	IG	
			KTI300	IG	
			KTL770	IG	
			KTQ872	IG	

ENTITY NAME	ULS FILE NO	FRN	CALL SIGN	TYPE	EXPIRATION DATE
			KUJ482	IG	
			KUT333	IG	
			KVJ452	IG	
			KWG830	IG	
			KXM374	IG	
			KXM397	IG	
			KXM399	IG	
			KXS659	IG	
			KXS661	IG	
			KYM737	IG	
			KYN264	IG	
			WNDK541	IG	
			WNGP326	IG	
			WNNI688	IG	
			WNNJ394	IG	
			WNZX200	IG	
			WPFC596	IG	
			WPII668	GB	
			WPPE411	IG	
			WPSI754	YG	
			WQK266	IG	
			WRL201	IG	
			WRL203	IG	
			WRV743	IG	
			WXJ324	IG	
KANSAS CITY CABLE PARTNERS	000478787	1610427	KGJ787	IG	7/16/2005
			KTL731	IG	4/15/2004
			WRU681	GB	5/17/2005

ENTITY NAME	ULS FILE NO.	FRN	CALL SIGN	TYPE	DATE
MIDCONTINENT COMMUNICATIONS	2621951		KLC490	IG	5/14/2002
			KNDP213	IG	8/6/2002
			KXN790	IG	10/22/2002
			KIF706	IG	11/20/2002
			KNIF918	IG	11/20/2002
			KBO607	IG	11/25/2002
			WNFX473	IG	12/7/2002
			WPCH615	IG	6/1/2003
			WNFC397	IG	8/16/2003
			WNMP751	IG	8/26/2003
			WNMU927	IG	10/20/2003
			WPTL544	IG	10/25/2011
			KNBL377	IG	9/6/2011
			KTK249	IG	3/26/2012
			KTU649	IG	3/26/2012
			KUG950	IG	3/26/2012
			KDS478	CD	4/1/2009
			KKB500	CD	4/1/2009
			KNKO275	CD	4/1/2009
			KNKO445	CD	4/1/2009
			KQZ709	CD	4/1/2009
			KUC887	CD	4/1/2009
			KUC890	CD	4/1/2009
			WRV288	CD	4/1/2009
			WLW452	CF	2/1/2011
			WLW453	CF	2/1/2011
			WPUE975	GS	2/10/2012
PARNASSOS, LP	2148096		KFM729	IG	11/28/2005
			KNDB516	IG	4/13/2005

ENTITY NAME	ULS FILE NO.	FRN	CALL SIGN	TYPE	EXPIRATION DATE
			KNFB326	IG	9/2/2002
			WNAU571	GB	9/21/2002
			WNAX740	IG	4/6/2005
			WNKE706	GB	10/22/2002
			WNNQ605	IG	2/22/2004
			WNSQ475	IG	7/5/2005
			WNSQ476	IG	7/5/2005
			WNBK292	IG	2/4/2011
			WPC1360	IG	5/28/2003
			WYQ717	IG	9/2/2002
SPORTSCHANNEL NEW ENGLAND, LP		4898862	WNES356	MG	6/2/2009
			WNES357	MG	6/2/2009
TEXAS CABLE PARTNERS, LP		3572153	KFU431	IG	09/13/2004
			KNCX707	IG	09/13/2004
			KNEK481	IG	09/24/2002
			KTF476	IG	09/02/2002
			KUM850	IG	06/28/2003
			KUN741	IG	07/08/2002
			KUT265	IG	11/03/2002
			KYK905	IG	02/24/2005
			WHY70	IG	09/14/2004
			WNBK218	IG	10/07/2002
			WNGC750	IG	09/02/2002
			WNPM629	IG	12/18/2002
			KLH77	CF	11/01/2011
			KLH78	CF	11/01/2011
			KLH79	CF	11/01/2011

ENTRY NAME	FILE NO	FRN	CALL SIGN	TYPE	EXPIRATION DATE
WESTERN NY CABLEVISION, LP		4076709	WNEW367	MG	11/04/2008
			WNEW368	MG	11/04/2008
			WNEW370	MG	11/04/2008
			WNTB802	MG	03/21/2010
			KVG330	IG	7/6/2002

II. AT&T Broadband Licenses  
C. Transmit/Receive Earth Stations

Call Sign	Class	Location	State	Expiration Date
NATIONAL DIGITAL TELEVISION CENTER, INC. 0006417067 E5027	FES	New York	NY	9/12/2006
E930170	FES	Titan (#12)	CO	10/8/2003
E930171	FES	Titan (#7)	CO	10/8/2003
E930172	FES	Titan (#6)	CO	10/8/2003
E930368	FES	Littleton	CO	8/27/2003
E930370	FES	Littleton	CO	8/27/2003
E930429	FES	Titan	CO	10/29/2003
E930430	FES	Titan	CO	10/29/2003
E930431	FES	Titan (#23)	CO	10/15/2003
E930432	FES	Titan (#1)	CO	4/1/2004
E930489	FES	Titan (#22)	CO	12/10/2003
E940005	FES	Littleton	CO	12/17/2003
E940006	FES	Littleton	CO	12/17/2003
E940007	FES	Littleton	CO	12/17/2003
E940283	FES	Titan (#31)	CO	7/29/2004
E940284	FES	Titan (#3)	CO	7/29/2004
E940445	FES	Douglas	CO	10/7/2004
E950003	FES	Titan (#33)	CO	12/2/2004
E950028	FES	Titan (#19)	CO	1/27/2005
E950115	FES	Titan	CO	2/17/2005
E950172	FES	Titan (#10)	CO	3/31/2005
E950173	FES	Titan (#11)	CO	3/31/2005
E950410	FES	Titan	CO	9/8/2005
E950412	FES	Titan	CO	9/8/2005



E9600046	FES	Littleton	CO	3/8/2006
E960598	FES	Titan	CO	9/24/2006
E970005	FES	Littleton	CO	12/20/2006
E980252	FES	Los Angeles	CA	7/31/2008
E980302	FES	Los Angeles	CA	9/4/2008
E980304	FES	Los Angeles	CA	9/4/2008

**NEW ENGLAND CABLE NEWS**

E940292	TFE	Various		7/1/2004
E970108	TFE	Various		2/26/2007

## II. AT&T Broadband Licenses

### D. International Section 214 Authorizations

Authorization Holder Name	File No. of Authorization to be Transferred	Type
AT&T Broadband Phone of California, LLC*	I-T-C-97-442	Global Resale Service
AT&T Broadband Phone of Connecticut, Inc.*	I-T-C-97-441	Global Resale Service
AT&T Broadband Phone of Texas, LLC*	I-T-C-97-457	Global Resale Service
AT&T Broadband Phone of Illinois, LLC*	I-T-C-97-458	Global Resale Service
MediaOne Telecommunications Corp.* and MediaOne of Colorado, Inc.*	I-T-C-97-093 (joint authority granted to both entities with one file number)	Limited Global Resale Service (all points except Lithuania and Russia)
MediaOne Telecommunications Corp. and MediaOne of Colorado, Inc.*	I-T-C-97-095 (joint authority granted to both entities with one file number)	Limited Global Resale Service (Lithuania and Russia)

\* Original authority issued under different name

### E. Domestic Section 214 Authorizations

- AT&T Corp. is applying for consent to transfer control of the following operating subsidiaries providing domestic interstate service pursuant to blanket authority under Section 214 of the Communications Act of 1934, as amended and 47 C.F.R. § 63.01: AT&T Broadband Phone, LLC; AT&T Broadband Phone of Arizona, LLC; AT&T Broadband Phone of California, LLC; AT&T Broadband Phone of Colorado, LLC; AT&T Broadband Phone of Connecticut, Inc.; AT&T Broadband Phone of DC, LLC; AT&T Broadband Phone of Florida, LLC; AT&T Broadband Phone of Georgia, LLC; AT&T Broadband Phone of Illinois, LLC; AT&T Broadband Phone of Indiana, LLC; AT&T Broadband Phone of Kentucky, LLC; AT&T Broadband Phone of Maryland, LLC; AT&T Broadband Phone of Massachusetts, LLC; AT&T Broadband Phone of Missouri, LLC; AT&T Broadband Phone of Minnesota, Inc.; AT&T Broadband Phone of New Hampshire, LLC; AT&T Broadband Phone of New Jersey, LLC; AT&T Broadband Phone of New York, LLC; AT&T Broadband Phone of Ohio, LLC; AT&T Broadband Phone of Oregon, LLC; AT&T Broadband Phone of Pennsylvania, LLC; AT&T Broadband Phone of Texas, LLC; AT&T Broadband Phone of Utah, LLC; AT&T Broadband Phone of Washington, LLC; AT&T Broadband Phone of West Virginia, LLC; and MediaOne Telecommunications of Virginia, Inc.

# APPENDIX 3

**SEPARATION AND DISTRIBUTION AGREEMENT**

**by and between**

**AT&T Corp.**

**and**

**AT&T Broadband Corp.**

**Dated as of December 19, 2001**

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## **EXHIBITS**

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Exhibit B	Corporate Name Agreement
Exhibit C	Employee Benefits Agreement
Exhibit D	Intellectual Property Agreement
Exhibit E	Interim Services and Systems Replication Agreement
Exhibit F	Patent Assignment
Exhibit G	Tax Sharing Agreement
Exhibit H	Trademark and Service Mark Agreement
 Annex I	 TWE Consideration



## **SEPARATION AND DISTRIBUTION AGREEMENT**

THIS SEPARATION AND DISTRIBUTION AGREEMENT, dated as of December 19, 2001, is by and between AT&T Corp., a New York corporation (“**AT&T**”), and AT&T Broadband Corp., a Delaware corporation (“**AT&T Broadband**”). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in Article 1.

WHEREAS, the Board of Directors of AT&T has determined that it is in the best interests of AT&T and its shareholders to separate AT&T’s communications and broadband businesses into independent businesses and to subsequently merge AT&T Broadband with a wholly owned subsidiary of AT&T Comcast Corporation, a Pennsylvania corporation, pursuant to the Merger Agreement (as defined below);

WHEREAS, in furtherance of the foregoing, upon the terms and subject to the conditions set forth in this Agreement, AT&T will transfer the AT&T Broadband Assets to AT&T Broadband and its Subsidiaries and cause AT&T Broadband and its Subsidiaries to assume the AT&T Broadband Liabilities, all as more fully described in this Agreement and the other Ancillary Agreements;

WHEREAS, upon the terms and subject to the conditions set forth in this Agreement, following the Separation, AT&T will distribute all of the AT&T Broadband Common Stock to shareholders of AT&T and, if the QUIPS Exchange is completed (as defined below), to Microsoft Corporation, a Washington corporation, or an affiliate thereof (“**Microsoft**”), all as more fully described in this Agreement;

WHEREAS, for federal income tax purposes, it is intended that the Separation and Distribution constitute a tax-free reorganization under the Code; and

WHEREAS, it is appropriate and desirable to set forth the principal corporate transactions required to effect the Separation and the Distribution and certain other agreements that will govern certain matters relating to the Separation and the Distribution and the relationship of AT&T and AT&T Broadband and their respective Subsidiaries following the Distribution.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1  
DEFINITIONS

SECTION 1.01. *Definitions.* For the purpose of this Agreement the following terms shall have the following meanings:

**"Action"** means any demand, action, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any federal, state, local, foreign or international Governmental Authority or any arbitration or mediation tribunal.

**"Additional Commercial Agreements"** has the meaning set forth in the definition of Ancillary Agreements.

**"Affiliate"** of any Person means a Person that controls, is controlled by, or is under common control with such Person; *provided, however*, that for purposes of this Agreement, no member of either the AT&T Broadband Group or the AT&T Communications Group shall be deemed to be an Affiliate of any member of the other Group and no employee plan or employee plan trust shall be deemed an Affiliate of any employer or of any Affiliate of any employer. As used herein, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through ownership of voting securities or other interests, by contract or otherwise.

**"Agent"** means the distribution agent to be appointed by AT&T to distribute to shareholders of AT&T the shares of AT&T Broadband Common Stock pursuant to the Distribution.

**"Agreement"** means this Separation and Distribution Agreement, including all of the Schedules and Exhibits hereto.

**"American Ridge"** means American Ridge Insurance Company, a Vermont corporation.

**"Ancillary Agreements"** means (i) this Agreement, the Corporate Name Agreement, the Tax Sharing Agreement, the Employee Benefits Agreement, the Intellectual Property Agreement, the Patent Assignment, the Trademark and Service Mark Assignment (the agreements referred to in this clause (i), the **"Primary Transaction Agreements"**), (ii) those agreements and documents listed in Items 1-23 on Schedule 2.4(b)(ii)(A) (the agreements referred to in this clause (ii), as they may be amended as provided in Schedule 2.4(b)(ii)(B), the **"Primary Commercial Agreements"**) and (iii) any agreement, commitment or understanding that any of the Primary Commercial Agreements contemplates will be entered into or made after the date hereof; *provided that* the relevant Primary

Commercial Agreement specifically sets forth all material terms of such agreement, commitment or understanding (the agreements, commitments and understandings referred to in this clause (iii) are referred to herein as the **"Additional Commercial Agreements"**).

**"Applicable Deadline"** has the meaning set forth in Section 10.03.

**"Arbitration Demand Notice"** has the meaning set forth in Section 10.03.

**"Arbitration Panel"** has the meaning set forth in Section 10.05.

**"Assets"** means assets, properties and rights (including goodwill), wherever located (including in the possession of vendors or other third parties or elsewhere), whether real, personal or mixed, tangible, intangible or contingent, in each case whether or not recorded or reflected or required to be recorded or reflected on the books and records or financial statements of any Person, including the following:

(a) all accounting and other books, records and files whether in paper, microfilm, microfiche, computer tape or disc, magnetic tape or any other form;

(b) all apparatus, computers and other electronic data processing equipment, fixtures, machinery, equipment, furniture, office equipment, automobiles, trucks, aircraft, rolling stock, vessels, motor vehicles and other transportation equipment, special and general tools, test devices, prototypes and models and other tangible personal property;

(c) all inventories of materials, parts, raw materials, supplies, work-in-process and finished goods and products;

(d) all interests in real property of whatever nature, including easements and rights of way, whether as owner, mortgagee or holder of a Security Interest in real property, lessor, sublessor, lessee, sublessee or otherwise, and copies of all related documentation;

(e) all interests in any capital stock or other equity interests of any Subsidiary or any other Person, all bonds, notes, debentures or other securities issued by any Subsidiary or any other Person, all loans, advances or other extensions of credit or capital contributions to any Subsidiary or any other Person and all other investments in securities of any Person;

(f) all license agreements, leases of personal property, open purchase orders for raw materials, supplies, parts or services, unfilled orders for the

manufacture and sale of products and other contracts, agreements or commitments;

(g) all deposits, letters of credit and performance and surety bonds;

(h) all written technical information, data, specifications, research and development information, engineering drawings, operating and maintenance manuals, and materials and analyses prepared by consultants and other third parties;

(i) all domestic and foreign patents, copyrights, trade names, trademarks, service marks and registrations and applications for any of the foregoing, mask works, trade secrets, inventions, other proprietary information and licenses from third Persons granting the right to use any of the foregoing;

(j) all computer applications, programs and other software, including operating software, network software, firmware, middleware, design software, design tools, systems documentation and instructions;

(k) all cost information, sales and pricing data, customer prospect lists, supplier records, customer and supplier lists, records pertaining to customers and customer accounts, customer and vendor data, correspondence and lists, product literature, artwork, design, development and manufacturing files, vendor and customer drawings, formulations and specifications, quality records and reports and other books, records, studies, surveys, reports, plans and documents;

(l) all prepaid expenses, trade accounts and other accounts and notes receivable;

(m) all rights under contracts or agreements, all claims or rights against any Person arising from the ownership of any Asset, all rights in connection with any bids or offers and all claims, choices in action or similar rights, whether accrued or contingent;

(n) all insurance proceeds and rights under insurance policies and all rights in the nature of insurance, indemnification or contribution;

(o) all licenses (including radio and similar licenses), permits, approvals and authorizations that have been issued by any Governmental Authority;

(p) all cash or cash equivalents, bank accounts, lock boxes and other deposit arrangements;

- (q) copies of all documentation related to Insurance Policies; and
- (r) interest rate, currency, commodity or other swap, collar, cap or other hedging or similar agreements or arrangements.

**“AT&T”** has the meaning set forth in the Preamble.

**“AT&T Broadband”** has the meaning set forth in the Preamble.

**“AT&T Broadband Action”** has the meaning set forth in Section 6.02(d).

**“AT&T Broadband Assets”** means:

- (a) except as set forth on Schedule 1.14(a), any Assets reflected in the AT&T Broadband Balance Sheet, unless disposed of to third parties after the date thereof (and, in the case of any such Assets disposed of after the date thereof, the proceeds from such disposal);
- (b) any Assets acquired after the date of the AT&T Broadband Balance Sheet by AT&T or any of its Subsidiaries utilizing AT&T Broadband Assets;
- (c) any AT&T Broadband Contracts;
- (d) any capital stock or other ownership interests in AT&T Broadband Entities;
- (e) AT&T’s interest in Western Range;
- (f) any AT&T Broadband Real Property;
- (g) any Assets that are expressly contemplated by this Agreement or any other Ancillary Agreement (or the Schedules hereto or thereto) as Assets to be retained by or assigned to any member of the AT&T Broadband Group;
- (h) any governmental licenses, permits, franchises, approvals, certificates and other governmental authorizations held in the name of AT&T or any of its Subsidiaries that are primarily related to the AT&T Broadband Business (to the extent any of the foregoing would be required to be transferred pursuant hereto, such items will be AT&T Broadband Assets only to the extent they are transferable upon the receipt of any relevant Consent), except for any intrastate telephony licenses, permits, franchises, approvals, certificates or other governmental authorizations that are used in the AT&T Communications Business;

(i) the Assets of T-Holdings and its Subsidiaries to be purchased by AT&T Broadband pursuant to Section 2.01(f);

(j) any Assets underlying any of the monetizations that are AT&T Broadband Liabilities;

(k) any Assets listed or described on Schedule 1.14(k); and

(l) any Assets that are not AT&T Communications Assets specified in clauses (a) through (k) of the definition of AT&T Communications Assets and that are used or held for use primarily in connection with the AT&T Broadband Business (it being agreed that (i) any Assets owned by AT&T or any of its controlled Affiliates immediately prior to March 9, 1999 shall be deemed primarily used or held for use in connection with the AT&T Communications Business and (ii) Assets that were paid for, built or otherwise directly or indirectly acquired for consideration (as reflected in current and historic financial records, including subsidiary ledgers, journals and other financial books and records) by a Group shall be deemed to be primarily used or held for use by the Group that most recently so paid for or so built or acquired them).

AT&T Broadband Assets shall not in any event include any (i) Assets reflected on the AT&T Communications Balance Sheet, except for those Assets specified in clauses (b), (d), (e), (f), (g), (i), (j) and (k) of the definition of AT&T Broadband Assets or (ii) Assets that as of the Distribution Date are Leased Assets (as defined in the Local Network Connectivity Services Agreement).

Subject to the foregoing sentence, in the event that any Asset is included in both the definition of "AT&T Broadband Asset" and "AT&T Communications Asset" then (i) if it is specifically referred to in a definition or schedule or otherwise (including in any of the Ancillary Agreements), it shall be treated in accordance with such specific reference and (ii) otherwise it shall be treated as an AT&T Broadband Asset or AT&T Communications Asset based upon whether it is used or held for use primarily in connection with the AT&T Broadband Business or primarily in connection with the AT&T Communications Business; *provided that* for purposes hereof Assets that were paid for, built or otherwise directly or indirectly acquired for consideration (as reflected in current and historic financial records, including subsidiary ledgers, journals and other financial books and records) by a Group shall be deemed to be primarily used or held for use by the Group that most recently so paid for or so built or acquired them.

**"AT&T Broadband Balance Sheet"** means the balance sheet dated as of December 31, 2000 included in the AT&T Broadband Financial Statements.

**“AT&T Broadband Business”** means the business of the AT&T Broadband Group.

**“AT&T Broadband Common Stock”** means the common stock, par value \$0.01 per share, of AT&T Broadband.

**“AT&T Broadband Contracts”** means the following contracts and agreements to which AT&T or any of its Subsidiaries is a party or by which it or any of its Subsidiaries or any of their respective Assets is bound, whether or not in writing, except for any such contract or agreement that is expressly contemplated to be assigned to or retained by AT&T or any member of the AT&T Communications Group pursuant to any provision of this Agreement or any other Ancillary Agreement:

(a) any contract or agreement entered into in the name of, or expressly on behalf of, any AT&T Broadband Entity, except to the extent clearly relating to the AT&T Communications Group and except for any At Home Contract;

(b) any contract or agreement that relates primarily to the AT&T Broadband Business other than any At Home Contract;

(c) any rights and obligations of the AT&T Broadband Group under any At Home Contract;

(d) any note, indenture, contract, agreement, mortgage or other instrument representing Indebtedness or other Liabilities that are in either such case AT&T Broadband Liabilities;

(e) any contract or agreement that is expressly contemplated pursuant to this Agreement or any of the other Ancillary Agreements to be assigned or transferred to or retained by AT&T Broadband or any member of the AT&T Broadband Group;

(f) any guarantee, indemnity, representation, warranty or other Liability of any member of the AT&T Communications Group in respect of any other AT&T Broadband Contract, any AT&T Broadband Liability or the AT&T Broadband Business;

(g) any contract or agreement listed or described on Schedule 1.18(g), including in the case of commitment or similar contracts or agreements, contracts or agreements to the extent indicated on such Schedule;

(h) any letter of credit, surety bond, swap, foreign exchange or other instrument or contract primarily relating to the AT&T Broadband Group, together with any letters of credit, surety bonds, swaps, foreign exchange or other such instruments or contracts that were entered into in connection with Indebtedness of the AT&T Broadband Group; and

(i) all monetizations listed or described on Schedule 1.18(i).

With respect to any contract or agreement that relates in material part to both the AT&T Broadband Group and the AT&T Communications Group, the parties will cooperate in good faith to apportion the rights and obligations thereunder to the AT&T Broadband Group and the AT&T Communications Group, and to treat such contract or agreement as an AT&T Broadband Contract to the extent relating to the AT&T Broadband Group and an AT&T Communications Contract to the extent relating to the AT&T Communications Group.

**“AT&T Broadband Entities”** means AT&T Broadband and each of the AT&T Broadband Subsidiaries.

**“AT&T Broadband Financial Statements”** has the meaning set forth in the Merger Agreement.

**“AT&T Broadband Group”** means the direct or indirect interest of AT&T (either itself or through direct or indirect Subsidiaries, or any of their predecessors or successors) in (a) all of the businesses, Assets and Liabilities reflected in the AT&T Broadband Financial Statements; (b) the other Assets and Liabilities (contingent or otherwise) of AT&T and its Subsidiaries primarily related to businesses, assets and liabilities described in clause (a) and all net income, net losses, Assets and Liabilities arising in respect thereof after the date of the AT&T Broadband Financial Statements; (c) all Assets, Liabilities and businesses acquired after the date of the AT&T Broadband Financial Statements by the AT&T Broadband Group or utilizing cash or other Assets referred to in clauses (a) or (b); and (d) any business or operations that were terminated, divested or discontinued by any AT&T Broadband Entity, including US West, Inc. and its Subsidiaries (and their respective predecessors and successors), or that are listed or described on Schedule 1.21(d); and (e) the businesses, Assets and Liabilities listed or described on Schedule 1.21(e); *provided that* the AT&T Broadband Group shall not include (x) any Assets disposed of to any third party or otherwise transferred to any third party from the AT&T Broadband Group after the date of the AT&T Broadband Financial Statements (but it shall include any net proceeds thereof) or (y) any businesses, Liabilities or Assets of, or the capital stock or other ownership interests in, T-Holdings and its Subsidiaries, other than the Assets purchased pursuant to Section 2.01(f) and any Liabilities of T-Holdings



and its Subsidiaries as of the Distribution Date. Notwithstanding the foregoing, when this Agreement refers to "a member of the AT&T Broadband Group" or similar language clearly referring to a Person, it means any one of the AT&T Broadband Entities.

**"AT&T Broadband Indemnitees"** has the meaning set forth in Section 5.02.

**"AT&T Broadband Liabilities"** means:

- (a) any Liabilities reflected on the AT&T Broadband Balance Sheet, subject to any discharge of such Liabilities subsequent to the date of the AT&T Broadband Balance Sheet;
- (b) any Liabilities that are expressly contemplated by this Agreement or any other Ancillary Agreement (or the Schedules hereto or thereto) as Liabilities to be retained or assumed by AT&T Broadband or any other member of the AT&T Broadband Group, subject to discharge of such Liabilities subsequent to the date of the AT&T Broadband Balance Sheet, and all agreements, obligations and Liabilities of any member of the AT&T Broadband Group under this Agreement or any of the other Ancillary Agreements;
- (c) any Liabilities of any AT&T Broadband Entity and any Liabilities as of the Distribution Date of T-Holdings or any of its Subsidiaries;
- (d) any Liabilities relating to, arising out of or resulting from any AT&T Broadband Contract, excluding, for the avoidance of doubt, any Liabilities of any member of the AT&T Communications Group as a party (for the benefit of the AT&T Communications Group) under any At Home Contract;
- (e) any Liabilities incurred after the date of the AT&T Broadband Balance Sheet by any AT&T Broadband Entity;
- (f) except to the extent arising from any breach by any member of the AT&T Communications Group after the Distribution Date of any covenant or agreement entered into in connection with the separation, divestiture or termination of LMC and its Subsidiaries, or as otherwise expressly contemplated by any other Ancillary Agreement, any Liabilities to the extent arising out of, relating to or resulting from LMC and its Subsidiaries, any commercial or other agreements or arrangements primarily relating to the AT&T Broadband Group and involving LMC or any of its Subsidiaries or the ownership of any securities of any such entity;

(g) (i) any Liabilities relating to, arising out of, or resulting from any Actions primarily related to, arising out of or resulting from the AT&T Broadband Business, including those listed or described on Schedule 1.23(g), (ii) 50% of the excess of any Liability related to, arising out of or resulting from any Specified Matter (including any legal or other fees incurred as a result of, or with respect to, any Specified Matter) over any amount AT&T receives from AWS in respect thereof, (iii) 50% of any Liability related to, arising out of or resulting from any At Home Matter (including any legal or other fees incurred as a result of, or with respect to, any At Home Matter) and (iv) 50% of any Liability related to, arising out of or resulting from the Separation or the Distribution or any proposed transaction involving AT&T Broadband following the Distribution (including any legal or other fees incurred as a result of, or with respect to, any such Liability and including any Liability AT&T may have under Section 910 of the NYBCL in connection with the Distribution) (the transactions specified in clause (iv), the **"Specified Transactions"**);

(h) any Liabilities, including any employee-related Liabilities and Environmental Liabilities, primarily relating to, arising out of or resulting from:

(i) the AT&T Broadband Group, including the operation of the AT&T Broadband Business, as conducted at any time prior to, on or after the Distribution Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority));

(ii) the operation of any business conducted by any member of the AT&T Broadband Group at any time after the Distribution Date (including any Liability relating to, arising out of or resulting from any act or failure to act by any director, officer, employee, agent or representative (whether or not such act or failure to act is or was within such Person's authority)); or

(iii) any AT&T Broadband Assets (including any AT&T Broadband Contracts and any AT&T Broadband Real Property);

in any such case whether arising before, on or after the Distribution Date.

(i) any of the monetizations set forth on Schedule 1.23(i);

(j) any Liabilities listed or described on Schedule 1.23(j); and